

Panaji, 2nd April, 2009 (Chaitra 12, 1931)

SERIES II No. 1



OFFICIAL GAZETTE

GOVERNMENT OF GOA

Note:- There are three Extraordinary issues to the Official Gazette, Series II No. 52 dated 26-3-2009, as follows:-

- 1) *Extraordinary dated 28-3-2009 from pages 1203 to 1214 regarding Notifications from Department of Elections (Office of the Chief Electoral Officer).*
- 2) *Extraordinary No. (2) dated 28-3-2009, pages corrected to 1215-1216 instead of 1214-1215 regarding Notification from Department of Home (Home—General Division).*
- 3) *Extraordinary No. (3) dated 30-3-2009 from pages 1217 to 1218 regarding Direction from Department of Elections (Office of the Chief Electoral Division) and Order from Department of Home (Home—General Division).*

GOVERNMENT OF GOA

Department of Home

Home—General Division

Corrigendum

No. 9/55/09/HD(G)

Read: Notification No. 9/55/09/HD(G) dated 28-03-2009.

In the above Notification No. 9/55/09-HD(G) dated 28-03-2009 of Department of Home, Home (General) Division, published in Official Gazette, Government of Goa, Extraordinary No. 2, Series II No. 52 dated 28th March, 2009 for the words and figures "Povvorim, 28th March, 2009" the words and figures "Povvorim, 25th March, 2009" may be read.

Siddhivinayak Surendra Naik, Under Secretary (Home).

Povvorim, 2nd April, 2009.

Department of Labour

Notification

No. 28/1/2009-LAB/209

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 13-01-2009 in reference No. IT/73/2004 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Povvorim, 18th February, 2009.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I AT PANAJI

(Before Smt. Anuja Prabhudessai, Presiding Officer)

Ref. No. IT/73/2004

Workman rep. by the President
Goa Trade and Commercial
Workers Union,
Velho Building, 2nd Floor,
Panaji-Goa.

... Workmen/Party I

V/s

M/s. Crompton Greaves Ltd.,
(M-4) Division,
Kundaim Industrial Estate,
Kundaim-Goa.

... Employer/Party II

Party I/Workmen are represented by Adv. Suhas Naik.

Party II/Employer represented by Adv. S. V. Patil.

A WARD

(Passed on this 13th day of January, 2009)

In exercise of the powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947, the Government of Goa has referred the following dispute to the Tribunal for adjudication:

- "(1) Whether the action of the management of M/s. Crompton Greaves Limited (M-4 Div.), Kundaim Industrial Estate, Kundaim-Goa, in refusing to concede the Charter of Demands indicated below, raised by the Goa Trade & Commercial Workers Union vide their letter dated 9-8-2002 is legal and justified ?

CHARTER OF DEMANDS

(1) Flat Rise & Basic Salary:

The Union demands that each worker be paid a sum of Rs. 800/- as flat-rise over and above the existing salary as on 1st July, 2002. The total basic salary as on 1st July, 2002, plus the Flat-Rise of Rs. 800/- per month be placed in the pay-scales given below and fitted in the appropriate stage, which shall be the basic pay of each worker with effect from 1st July, 2002.

Grade	Pay-Scales
I	700-50-950-65-1275-90-1725
I	800-60-1100-80-1500-110-2050

III 950-70-1300-105-1825-140-2525

IV 1100-80-1500-120-2100-160-2900

(2) Special Increments:

The Union demands that with effect from 01-07-2002, all the workers shall be eligible to the following special increments in the respective pay scale on the basis of their seniority:

- (i) Those who have completed 6 years of service as on 01-07-2002 shall be paid three special increments;
- (ii) Those who have completed 4 years of service as on 01-07-2002 shall be paid two special increments;
- (iii) Those who have completed 2 years of service as on 01-07-2002 shall be paid one special increment.

(3) Fixed Dearness Allowance (FDA):

The Union demands that with effect from 1st July, 2002, each worker be paid Rs. 1,200/- per month towards Fixed Dearness Allowance (FDA).

(4) House Rent Allowance (HRA):

The Union demands that with effect from 1st July, 2002, each worker be paid House Rent Allowance @ 25% of the basic salary plus Fixed Dearness Allowance, every month.

(5) Variable Dearness Allowance (VDA):

The Union demands that with effect from 1st July, 2002, each worker be paid a Variable Dearness Allowance @ Rs. 2/25 per point over and above base 1475 points AAIPI (1960=100).

The Variable Dearness Allowance (VDA) should be revised once in three months.

(6) Conveyance Allowance:

The Union demands that with effect from 1st July, 2002, each worker be paid an additional amount of Rs. 300/- per month over and above the existing Conveyance Allowance.

(7) Education Allowance:

The Union demands that with effect from 1st July, 2002, each worker be paid an additional amount of Rs. 250/- per month over and above the existing Educational Allowance.

(8) Uniform and Washing Allowance:

The Union demands that each worker be issued two sets of uniforms every year and that with effect from 1st July, 2002, each worker be paid a sum of Rs. 100/- per month towards Washing Allowance.

(9) Shift Allowance:

The Union demands that with effect from 1st July, 2002, each worker be paid a Shift Allowance of Rs. 15/- per shift for 2nd shift worked and Rs. 20/- per shift work in 3rd shift.

(10) Leave Facilities:

The Union demands that each worker be made eligible for the following leave facilities:

- (a) Privilege Leave: ... 30 days per annum with a facility to accumulate upto 100 days and encashed.
- (b) Casual Leave: ... 10 days per annum with a facility to accumulate upto 30 days.
- (c) Sick Leave: ... 10 days per annum with a facility to accumulate upto 30 days.

(11) Leave Travel Allowance (LTA):

The Union demands that the management pay the following Leave Travel Allowance from every year, 2002, onwards:

Grade I	...	Rs. 3,000/-
Grade I	...	Rs. 4,000/-
Grade III	...	Rs. 5,000/-
Grade VI	...	Rs. 6,000/-

(12) Lockers/Rest Rooms and Eating Rooms:

These facilities provided to the workers should be revised and enhanced due to the increase in the number of workers.

(13) Safety Shoes and Umbrellas/Raincoats:

Safety Shoes and Umbrellas/Raincoats to be issued to all workers every year without any discrimination.

(14) Tea and Snacks during night shift:

The Union demands that the management should supply tea and snacks during the 2nd and 3rd shift working.

(15) Transport Problems:

To be discussed in details.

2) If not, to what relief the workmen are entitled ?"

2. On receipt of the reference, a case was registered under No. IT/73/04 and notices were issued to both the parties. The Party I filed its claim statement at Exb. 3. Party II has filed its written statement at Exb. 5. The Rejoinder of the Party I is at Exb. 6. The Party I-Union is representing the workmen employed with the Party II. The Party I had submitted to the Party II Charter of Demands vide letter dated 9-8-2002. The Party I has stated that the last wage settlement was signed on 12-12-1999 and thereafter, there has been no revision, enhancement or alteration of wages, salaries and other service-conditions of these workmen. The workmen/Union submits that the workers working in the factory of Party II are made to work on a very low and pathetic salaries. The workers have patiently waited to secure their demands and enforce their right to claim adequate wage packet. The Party I has stated that the company is in strong financial position and has prayed that the demands raised by them be considered in favour of the workmen.

3. The Party II has stated that the demands raised are unrealistic, unreasonable and unjustified and beyond the financial capacity of the company. The Party II further stated that the Party I has not made out any case for revision of the wages as also service conditions.

4. The following issues were framed at Exb. 7:

- 1 Whether the Charter of Demands dated 9-8-2002 placed by the Party I before the management of the Party II is legal and justified ?
- 2 Whether the action of the management of the Party II in refusing to concede the Charter of Demands raised by the Party I by its letter dated 9-8-2002 is legal and justified ?

5. The matter was thereafter, posted for evidence. On 22-12-2008, both the parties appeared before this Tribunal and filed an application at Exb. 15 stating that they have entered into an amicable settlement duly signed by both the parties on 16-12-2008. The parties have placed on record the memo of settlement under section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947. Both the parties have stated that they have agreed to the said terms of settlement and are ready to abide by the same. They have prayed for drawing of the Consent Award in terms of the settlement dated 16-12-2008. I have perused the memo of settlement which is duly signed by both the parties. The terms are acceptable to both the parties and in my opinion are in the interest of the workmen. Hence, I pass the Consent Award in terms of the said settlement at Exb. 16.

ORDER

The parties have agreed as under:

CHAPTER 1

Wage Groups, Fitment and Increment

1.1 Wage Groups

That the grade nomenclatures and wage scales currently in operation, shall stand revised as follows:

- Band A: 600-30-750-35-925-40-1125-45-1350-50-1600-55-1875-60-2175-65-2500-70-2850-75-3225.
- Band B: 700-35-875-40-1075-45-1300-50-1550-1825-60-2125-65-2450-70-2800-75-3175-80-3575.
- Band C: 800-40-1000-45-1225-50-1475-55-1750-60-2050-65-2375-70-2725-75-3100-80-3500-85-3925.
- Band D: 900-45-1125-50-1375-55-1650-60-1950-65-2275-70-2625-75-3000-80-3400-85-3825-90-4275.

1.2 Flat Rise, Fitment & Movement

1.2.1 Flat Rise:

That with effect from 01-12-2008, the basic wage drawn by permanent workmen as on 01-12-2008 shall be revised by giving a flat rise based on their current grades as follows:

Grade	Flat Rise (Rs. p.m.)
Grade 1	407
Grade 2	507
Grade 3	607

1.2.2 Fitment:

That with effect from 01-12-2008, the basic wage drawn by Permanent Workmen by giving flat rise as referred to in Clause 1.2.1 above, shall be fitted in the revised wage group as follows:

- * Workmen in existing Grades 1 & 2, will be placed in revised Band A, based on their skills.
- * Workmen in existing Grade 3, will be placed in revised Band B, based on their skills.

1.2.2.1 If the monthly basic wage of the workman as above, is exactly the step in the revised wage scale, it shall be fitted at that step, with effect from 01-12-2008.

1.2.2.2 If the monthly basic wage of the workman as above, falls in-between two steps of the revised wage scale applicable, it shall be stepped up to the nearest higher step of the wage scale applicable, with effect from 01-12-2008.

1.2.3 Movement:

1.2.3.1 Movement of workmen from Band A to B, B to C and C to D will be as per the agreed policy which is annexed herewith as Annexure "A" and forms a part of the settlement.

1.2.3.2 Movement of the workmen from Band A to B, B to C and C to D will be reviewed every year as per the scheme annexed as Annexure "A".

1.2.3.3 On movement of the workmen from one Band to the other, they will be entitled for one increment in their existing Band and the basic wage arrived at shall be fitted in the revised Band.

On fitment in the revised Band, he will be entitled for his annual increment w.e.f. 1st April, every year.

1.3 Creation of New Grade

It is agreed and accepted that any newly recruited workmen, employed on the permanent rolls of the Company, after the date of signing of this settlement, will be entitled to the following wage structure for the initial service period of three years:

Basic Wage	Rs. 500/- per month
Fixed Dearness Allowance	Rs. 3390/- per month
Conveyance Allowance	Rs. 516/- per month
House Rent Allowance	Rs. 475/- per month
City Allowance (Year 1)	Rs. 175/- per month
City Allowance (Year 2)	Rs. 350/- per month
City Allowance (Year 3)	Rs. 525/- per month.

- * Annual Increment will be @ Rs. 25/- per month. The first increment will be paid effective from 1st

April, after confirmation with prospective effect. The above wage structure will be applicable for a period of three years from the date of joining, after which the workman will be placed in Band A, at a fitment closest to his basic wage at such time (Fitment as indicated in Clause 1.2.2 above), with applicable allowances.

- * It will be ensured that the total wages drawn at any time by the new recruits will not fall below the total statutory minimum wages applicable to the Industry/Zone and the category/class of the concerned workmen.

1.4 Increments & Anniversary date of Increment

All the permanent workmen covered under this settlement will be granted an annual increment on 1st April every year.

All the permanent workmen will earn an increment every year and no workman shall stagnate.

CHAPTER 2

Recurring Allowances

2.1 Dearness Allowance

That the present Scheme of Dearness Allowance shall stand revised as follows:

- Existing practice of changing Variable Dearness Allowance based on six monthly rise or fall in All India Consumer Price Index Number (1960=100) above Rs. 1,475/- will be in existence till wages for the month of November, 2008.
- Fixed Dearness Allowance (FDA) i.e. Rs. 850/- p.m. and Variable Dearness Allowance (VDA) Rs. 2,873/- p.m. applicable for the half year (October to March) will be clubbed together and the sum of Rs. 3,723/- arrived at will be called 'Fixed Dearness Allowance' (FDA) with effect from December, 2008.
- 'Dearness Allowance' arrived at as per Clause 2.1 (b) above will be further improved with effect from 1st December, 2008, and a new 'Fixed Dearness Allowance' will be arrived at, as shown below.

Existing Variable Dearness Allowance as on 30-11-2008		1st December, 2008		
FDA	VDA	DA	Improvement	Fixed Dearness Allowance (FDA)
(Rs. p.m.)	(Rs. p.m.)	(Rs. p.m.)	(Rs. p.m.)	(Rs. p.m.)
(a)	(b)	(a)+(b)	(c)	(a)+(b)+(c)
850	2873	3723	277	4000

2.2 City Allowance

That with effect from 01-12-2008, the permanent workmen shall be paid City Allowance per month, at the revised rates mentioned below:

Effective date	City Allowance (Rs. p.m.)
2008-09	175
2009-10	350
2010-11	525
2011-12	700
2012-13	875

2.3 House Rent Allowance

That with effect from 01-12-2008, the permanent workmen shall be paid House Rent Allowance per month, at the revised rates as mentioned below:

Band	House Rent Allowance (Rs. p.m.)
Band A	500
Band B	520
Band C	540
Band D	560

2.4 Conveyance Allowance

That with effect from 01-12-2008, the permanent workmen shall be paid Conveyance Allowance per month, at the revised rates as mentioned below:

Band	Conveyance Allowance (Rs. p.m.)
Band A	643
Band B	680
Band C	720
Band D	760

2.5 Education Allowance

That with effect from 01-12-2008, the permanent workmen shall be paid Education Allowance per month, at the revised rates as mentioned below:

Band	Education Allowance (Rs. p.m.)
Band A	477
Band B	495
Band C	515
Band D	535

2.6 Washing Allowance

That the permanent workmen shall continue to be paid Washing Allowance @ Rs. 115/- per month, during the currency of this settlement.

2.7 Shift Allowance

That with effect from 2008, the permanent workmen shall be paid Shift Allowance of Rs. 10/-

per shift worked in 2nd and 3rd shift. It is not applicable for permanent workmen working in general shift and 1st shift.

2.8 Medical Allowance

* That the workmen who are not covered under ESIS and those who cease to be covered under ESIS shall continue to be paid the Medical Allowance @ Rs. 475/- per month, during the period of this settlement.

* In case of the revision in ESIS coverage wage limit, the workmen coming under the purview of ESIS, will not be entitled for the Medical Allowance and will be withdrawn from the date they come under the purview of ESIS.

2.9 Leave Travel Allowance

2.9.1 That with effect from 1st December, 2008, the permanent workmen shall be paid Leave Travel Allowance per annum, at the revised rates as mentioned below:

Band	Leave Travel Allowance (Rs. p.m.)
Band A	1860
Band B	2500
Band C	2700
Band D	2900

2.9.2 That the amount of Leave Travel Allowance under Clause No. 2.9.1 above, shall be paid to permanent workmen immediately on submission of their declaration in the prescribed form, after availing of sanctioned Privilege Leave of not less than 5 continuous days (exclusive of holidays).

2.9.3 That LTA claims will be entertained only from April every year. However, the workmen can accumulate LTA of two years.

2.10 Indirect Benefits & Entitlements of Allowances

2.10.1 The entitlement of all the allowances (including Basic Wage & Dearness Allowance) shall be based on attendance.

2.10.2 That except for Fixed Dearness Allowance, none of the allowances as contained in Chapter 2 of this Settlement shall be reckoned for the purpose of any indirect benefits such as Provident Fund, Gratuity, or any other indirect/incidental payments.

CHAPTER 3

Leave and Holidays

3.1 Privilege Leave

3.1.1 Every permanent workman will be eligible for a quantum of privilege leave on the basis of 1 day for every 17 days worked, subject to the rule 7 provision of the Factories Act, 1948 for eligibility.

3.1.2 The leave available to the workmen will be in full working days i.e. leave available above half working day will be rounded off to full day and the leave below half will be ignored.

3.1.3 Combination of Privilege Leave with Other Leave

That Privilege Leave shall be allowed to be combined with Sick Leave but not with Casual Leave.

3.1.4 Accumulation of Privilege Leave

That Privilege Leave shall be allowed to be accumulated upto 120 days and shall lapse thereafter.

As a measure to improve the attendance, the workman will be eligible for bonus privilege leave in the next calendar year he/she attends in the earlier year in the following ratio:

Days present	Extra P.L.
275 to 284	1 day
285 to 294	2 days
295 or more	3 days

3.1.5 Encashment of Privilege Leave

That permanent workmen shall be allowed encashment of the Privilege Leave earned every year and such encashment can be availed in any subsequent year on the following terms and conditions:

- That no workman shall be allowed encashment unless he has to his credit a minimum Privilege Leave balance of 30 days excluding the period of leave applied for encashment.
- That for the purpose of calculation of the amount payable on encashment of Privilege Leave, only Basic Wages plus Fixed Dearness Allowance, drawn by the workman in the month previous to the month in which he encashes Privilege Leave and that no other allowances/benefits shall be reckoned for the purpose of Privilege Leave encashment.

3.1.6 That no workman shall be allowed to avail of Privilege Leave for a period less than 3 days at a time and on more than 4 occasions in a calendar year.

3.1.7 That weekly off and holidays shall be allowed to be prefixed and/or suffixed to Privilege Leave, but not both. Intervening holidays shall not be treated as part of Privilege Leave.

3.1.8 That extension of Privilege Leave shall need to be approved in writing before the expiry of sanctioned Privilege leave.

3.1.9 That no Privilege Leave shall be allowed in advance before it is credited to the Privilege Leave account of the workman.

3.1.10 Taxability

That the taxability of encashment of Privilege Leave will be governed by the Income Tax Act and the Rules framed thereunder, as applicable from time to time. The provisions as currently applicable are summarised below:

- (i) Amounts received on encashment of Privilege Leave are tax exempt upto certain limits, provided the same is consequent to retirement on "Superannuation or Otherwise". Hence, encashment of Privilege Leave, consequent upon Retirement on Superannuation, Voluntary Retirement or Retirement due to disablement, will be entitled to tax exemption upto the prescribed limits.
- (ii) Privilege Leave encashment paid to the heirs of deceased workman is tax free in its entirety.
- (iii) Encashment of Privilege Leave during employment and consequent to resignation or termination, as per the present law is taxable at source.

3.2 Casual Leave

- 3.2.1 That the permanent workmen shall be granted 8 (Eight) days Casual Leave per calendar year.
- 3.2.2 That no workman shall be allowed to avail of Casual Leave for a period of more than 3 days at a time.
- 3.2.3 That weekly off and holidays shall be allowed to be either prefixed or suffixed to Casual Leave. Intervening holidays shall not be treated as part of Casual Leave.
- 3.2.4 That the permanent workmen shall be allowed to encash unavailed Casual Leave at the end of each calendar year or will be allowed to carry unavailed Casual Leave to the next year's Casual Leave account, provided that any time the Casual Leave to the credit, does not exceed 14 days.
- 3.2.5 That for the purpose of calculating the amount payable on encashment of Casual Leave, only Basic Wage plus Fixed Dearness Allowance drawn by the workmen in November of that year shall be taken into account, and no other allowances/benefits shall be reckoned for the purpose of Casual Leave encashment. The Casual Leave encashment will be allowed only once a year in the last week of December and will be paid alongwith the wages for the month of December.

3.3 Sick Leave

- 3.3.1 That the permanent workmen covered under the Employees' State Insurance Act, 1948 (ESI), shall be granted 3 days Sick Leave.
- 3.3.2 That the permanent workmen who are not covered under the ESI Act, and also those who will cease to be covered in future shall be granted 9 days Sick Leave in a calendar year on full wages.
- 3.3.3 That the Sick Leave for more than 1 day, shall be granted only on production of a medical certificate from a panel doctor in case of the permanent workmen covered under the ESI Act and on production of a medical certificate from a registered medical practitioner in case of the permanent workmen not covered under the ESI Act.
- 3.3.4 That the Sick Leave shall be allowed to be accumulated upto 30 days in case of workmen not covered under the ESI Act and 24 days in case of workmen covered under the ESI Act.
- 3.3.5 That the Sick Leave in excess of the accumulation limit, if any, shall lapse, on 1st January of the subsequent year.
- 3.3.6 That intervening holidays shall be treated as part of Sick Leave.
- 3.3.7 That Sick Leave shall not be allowed to be encashed.

3.4 Paid Holidays

That the present practice of granting 8 (eight) paid holidays in a calendar year shall continue during the period of this settlement. Of these, the following two days shall be compulsory.

- i) Republic day : 26th January
- ii) Independence day : 15th August

The remaining six paid holidays shall be discussed and finalised during the month of December every year between the Company and the Union.

CHAPTER 4

Other Matters

4.1 Flexibility & Mobility

- 4.1.1 That the workmen shall be mobile/flexible within the division in all the areas of operations and services as and when required.
- 4.1.2 That Flexibility would also mean transfer of operations from one area to another area. Such a need for flexibility and mobility of operations/workmen could be on account of fluctuating product demands/product mix requirements, non availability of material, men, machinery or any other reason. In case workmen do not

have knowledge of the job required to be done on flexibility/mobility, the required training will be given by the Management.

In the event of workmen failing to do this, the Management shall deduct their wages and shall also be entitled to take such other actions as per the provisions of the Standing Orders applicable to them. Management will provide all information/data necessary for implementation.

4.1.3 That the policies for movement of workmen from one grade to the next, as provided in Annexure 'A' will not affect the existing mobility and flexibility.

4.1.4 That the weekly off of certain sections, viz. maintenance, tool room, quality will be flexible and the change in weekly off will be informed by the Local Management sufficiently in advance.

4.2 Punctuality

4.2.1 That the workmen will be at their working place and will start work immediately on commencement of the shift and immediately after lunch break/rest intervals.

4.2.2 That the workmen will remain at their work place and stop work only after the signal for lunch break/rest interval has been given and will not stop working till the shift time is over as signalled by the sounding of a siren, hooter or buzzer.

4.3 Housekeeping

4.3.1 That the workmen shall always keep their work place and surroundings clean and neat.

4.3.2 That if required, workmen will actively help in keeping the working premises and the area around the working premises clean and tidy.

4.4 Uniforms

4.4.1 The workmen will be provided uniforms every year as follows:

- * Male workmen - 2 sets of shirt & pant
- * Women workmen - 2 Aprons

4.5 Safety Shoes

4.5.1 The practice of giving one pair of safety shoes to each workman, every year will be continued.

4.6 Retirement Age

The workmen will retire from the services of the company on reaching the age of 58 years.

4.7 Identity Badge

That the workmen, who have been supplied with identity badges/cards by Company, shall wear/carry with them the same

during duty hours of the Company. Any workman, who fails to comply with the same, shall be liable to be shut out or removed if he has already entered the Company's premises and shall also be liable for disciplinary action.

4.8 One-Time Lumpsum Payments

The parties have discussed this issue in details. As a gesture of goodwill and considering the co-operation extended by the workmen, as a special case without setting any precedent for the future, it has been mutually agreed as follows:

On signing of this settlement, the amount of Rs. 50,000/- will accrue to each workmen who are on the rolls of the Company on the date of signing to this settlement. The workmen will become eligible for the lumpsum amount and the benefits under this settlement only *after* passing of the Award by the Industrial Tribunal, as referred to in Clause 6.14 of this settlement. Lumpsum amount will be paid in 2 (two) installments as follows:

- 0 *After* passing of the Award by the Industrial Tribunal as referred to in Clause 6.14 of this settlement: Rs. 25,000/- (Rupees Twenty-five thousand only).
- 0 *After* passing of the Award and on achieving the 33% increase in work content/norms as mentioned in clause 5.1 of this settlement and also subject to Corporate Personnel certification of 133% CGPS work content/norms achievement: Rs. 25,000/- (Rupees Twenty-five thousand only).

The lumpsum amount payable will be as ad hoc payment and shall not be reckoned for any other indirect benefits such as Provident Fund, ESI, Gratuity, Bonus, etc.

CHAPTER 5

Crompton Greaves Production System (CGPS)

- 5.1 That all workmen will work based on Pre-determined Motion Time Study (PMTS), cycle time, whether they are working individually or in groups or cells and give commensurate daily work content of 460 minutes per workman and CGPS norms at required walking speed of 4 miles per hour in each operation, as contemplated by CGPS.
- 5.2 That any improvement in process, modification in machines, layout changes and automation will necessitate changes in cycle time and/or work content and the same will be implemented immediately by revising measurements based on PMTS.
- 5.3 Whilst arriving at the CGPS work content/norms to be performed by an individual/group/

/cells, the below mentioned procedure will be followed:

- () Validation of the elements/process;
- () If necessary, re-validation considering the observations of the workmen working in that area;
- () In exceptional cases only, further re-validation by a third party/outsider;
- () In very special cases if found necessary, sample demonstration for cycle time as per CGPS.

5.4 To maintain and improve the competitiveness of the Company on a continued basis, it is agreed that the work content or the norms arrived as per the clause Nos. 5.1 and 5.2 will be improved continuously, through process improvement and automation for maintaining competitiveness.

Any problems that will come during the implementation will be sorted out through discussions without losing the focus of meeting the targets.

5.5 That it is agreed that the production output shall all the times be in line with the improved work content and will not be reduced for any reason, other than:

- * Problems in Machinery.
- * Non-availability of material.
- * Inadequate manpower.
- * Any other reason not attributed to the workmen.

5.6 That the achievements of CGPS and improved work content or norms on a continuous basis as decided as per Clause 5.1, 5.2 or 5.4 above will be the basis for the workmen's entitlement of wages. In the event of workmen failing to give output as per CGPS or improved norms as mentioned above, the Management shall deduct their wages and shall also be entitled to take such other actions as per the provisions of the Standing Orders applicable to them. Management will provide all information/data necessary for implementation.

5.7 That it is agreed that due to continuous changes in economic environment, some of the activities/operations in Departments may become uneconomical and may require modifications/alterations/discontinuations/out-sourcing. Such decisions as necessary for business will be the Management prerogative.

5.8 That it is agreed by the parties that the workmen will put in their best efforts to eliminate wasteful practices, conserve material

and improve quality and workmanship, which will result in cost reduction and avoidance of waste or scrap. Also they will keep records of day-to-day work being done by them, by entering into the register/any other automated/electronic provision made by the Management for the purpose.

CHAPTER 6

General

- 6.1 That this settlement shall come into effect from 01-12-2008 and shall remain in force upto 30-11-2013 and will continue to remain in force even thereafter, unless terminated by either party according to the provisions of the Industrial Disputes Act, 1947.
- 6.2 That in the event of any of the provisions of this settlement becoming legally invalid or un-enforceable or superseded by any Statute, Award or Agreement between the parties, such invalidity, un-enforceability or such supersession shall not affect the remaining provisions of this settlement.
- 6.3 That all other demands included in the Charter of Demands dated 9th August, 2002 & 9th August, 2005, and the demands subsequently raised during the negotiations but not covered by this settlement, have been dropped by the Union.
- 6.4 That during the period of this Settlement, the Union/Workmen will not raise any demand, which would involve additional financial burden on the Company, except bonus/ex-gratia.
- 6.5 All issues between the parties will be sorted out through discussions. In the event of parties not coming to a common understanding, parties will follow only constitutional/legal means.
- 6.6 That this settlement supersedes all the other verbal/written understanding/agreements entered here to before.
- 6.7 The Company has submitted to the Union and the workmen a copy of the draft Standing Orders in respect of the M4 Division (Plot No. 196-198, Kundaim Industrial Estate, Kundaim-Goa), which it proposes to submit to the Certifying Officer in accordance with the Industrial Employment (Standing Orders) Act, 1946, for certification (Draft copy enclosed as Annexure "B"). The Union and the Workmen have accepted and consented to these draft Standing Orders by countersigning all sheets of the draft and assured the Company of its support and consent before the Certifying Officer under the Industrial Employment

(Standing Orders) Act, 1946, so as to get the Standing Orders certified. This commitment of support and consent by the Union and Workmen is a condition precedent to this Settlement.

- 6.8 The Union and the Workmen agree that strict discipline shall be maintained everywhere in the works premises. The Union and the Workmen will not support any violation of discipline and they agree to co-operate with the Company in maintaining and improving discipline. The same will be reciprocated by the Company.
- 6.9 It is clearly understood that this Settlement is to be viewed and taken as a package deal in full and final settlement of the demands contained in the Charter of Demands and also subsequently raised by the Union and the Workmen/Union/Company will have no right to accept one part and reject the other.
- 6.10 All workmen will perform incidental work related to their jobs/activities. Workmen will help each other whenever required and no work will stop/get delayed for want of helpers.
- 6.11 All workmen, as part of their regular activities, will do Quality Assurance checks and maintain record of such checks.
- 6.12 Whenever the Company will introduce practices such as Statistical Process Control, Six Sigma, 5'S', SAP, Total Productive Maintenance (TPM), etc., concerned workmen will maintain the records wherever necessary and also give full support to make the system successful.
- 6.13 All payments arising out of this Settlement shall be covered by the applicable provisions of the Income Tax Act and the Rules framed thereunder and responsibility of producing the required proof wherever necessary will be that of concerned workman.
- 6.14 The Company and the Workmen agree that this Settlement is in full and final settlement of the disputes pertaining to the Charter of Demands pending for adjudication in the Industrial Tribunal, Panaji, Goa, being Ref. No. IT/73/2004 & Ref. No. IT/32/2007. The Company and the workmen offer to jointly approach the Industrial Tribunal, Panaji, Goa and pray for an award for disposing of the pending references in view of this settlement.

Inform the Government accordingly.

Sd/-

(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal & Labour Court-I

Notification

No. 28/1/2009-LAB/329

The following award passed by the Industrial Tribunal-cum-Labour Court-I at Panaji-Goa on 22-12-2008 in reference No. IT/29/04 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 17th March, 2009.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I AT PANAJI

(Before Anuja Prabhudessai, Presiding Officer)

Ref. No. IT/29/04

Shri Anand S. Gaonkar
and 15 others rep.,
By Kadamba Kamgar Union,
T-1, Sindhur Bldg.,
Opp. Dayanand Smruti Bldg.,
Panaji, Goa.

..... Workman/Party I

V/s

M/s. Kadamba Transport
Corporation Ltd.,
Panaji, Goa.

..... Employer/Party II

Workman/Party I is represented by Adv. A. Kundaikar.

Employer/Party II is represented by Adv. C. J. Mane.

A WARD

(Passed on this 22nd day of December, 2008)

By order dated 6-8-04, Government of Goa has referred the following dispute for adjudication of this Tribunal.

"(1) Whether the demand of Kadamba Kamgar Union for regularization of services of the following sixteen workmen on completion of their respective 240 days of continuous service is legal and justified ?

- 1) Shri Anand S. Gaonkar, Badge No. 1622 ..Driver.
- 2) Shri Rama V. Salgaonkar, Badge No. 7189 ..Driver.
- 3) Shri Anand R. Parab, Badge No. 5245 ..Driver.
- 4) Shri Vijay K. Parsekar, Badge No. 5371 ..Driver.
- 5) Shri Gajanan B. Shirodkar, Badge No. 7176 ..Driver.
- 6) Shri Ratnakar A. Naik, Badge No. 7090 ..Driver.
- 7) Shri Ashok Y. Naik, Badge No. 7170 ..Driver.
- 8) Shri Savlo R. Parab, Badge No. 6188 ..Driver.
- 9) Shri Dayanand L. Naik, Badge No. 7143 ..Driver.
- 10) Shri Suryakant Dhargalkar, Badge No. 6064 ..Driver.
- 11) Shri Prakash Joshi, Badge No. 5367 ..Driver.
- 12) Shri Rajendra K. Gawas, Badge No. 2703 ..Driver.
- 13) Shri Hanumant U. Parab, Badge No. 3022 ..Driver.
- 14) Shri Vishwas N. Shetkar, Badge No. 7163 ..Driver.

- 15) Shri Rama P. Shirodkar, Badge No. 701 ..Driver.
 16) Shri Datta L. Gad, Badge No. 2938 ..Driver.

(2) If not, to what relief the workmen are entitled ?”

2. On receipt of the said reference IT/29/04 was registered. Notices were issued to both parties. The Party I filed its claim statement at Exb. 4. The Party II filed its written statement at Exb. 6. The rejoinder is at Exb. 7.

3. It is not in dispute that pursuant to the advertisement issued by the Party II Corporation in the local newspapers the Party I workmen involved in this reference had applied for the posts of drivers. The Party I workmen have stated that their names were sponsored by the employment exchange. The Party I workmen were selected as heavy vehicle drivers. The Party I has stated that these drivers were appointed against existing vacancies and they were recruited for permanent work. The services of Party I drivers were regularized in batches. On completion of one year, these workmen were given first annual increment and thereafter they were given annual increment every year. The contention of the Party I drivers is that they were entitled to be regularized on completion of continuous service of 240 days. The Party I drivers have stated that the drivers who were regularized in the first batch are drawing higher salary as compared to the Party I drivers who wereregularized subsequently. The Party I drivers have claimed that they have sustained monetary loss on account of the delay in regularizing of their services. The Party I workmen have stated that they are entitled for regularization of services on completion of 240 days of continuous service, with all consequential regularization benefits.

4. The Party II has stated that the appointment of the drivers was necessitated on account of temporary increase in the workload. The Party II has stated that the services of these workmen were regularized depending upon availability of posts and on the basis of satisfactory work performance. The Party II has denied that it has indulged in unfair labour practice or victimization. The Party II has denied that the services of Party I drivers had to be regularized on completion of 240 days of continuous service.

5. Based on the aforesaid pleading following issues were framed:

- 1 Whether the demand of the Party I/Union for regularization of the services of the workmen on completion of 240 days of continuous service is legal and justified ?
- 2 Whether the workmen are entitled to any relief ?
- 3 What Award ?

6. Learned advocate, Shri Kundaikar has argued that pursuant to the advertisement issued by the Party II, several drivers were appointed on permanent basis. He has argued that some of these drivers were regularized in June, 2001 while the Party I drivers wereregularized

subsequently in different batches. He has argued that regularization of services in batches of the similarly placed workmen has resulted in disparity in the wages drawn by the drivers. He has argued that the Party I drivers were entitled for regularization on completion of 240 days.

7. Learned Adv., Shri Mane has argued on behalf of the Party II Corporation. He has argued that the drivers were appointed on daily wages due to temporary increase in the workload. He has argued that though these drivers were appointed on daily wages, they were given all benefits which were given to the permanent employees and that their services have been regularized depending upon the availability of posts and satisfactory work performance. He has argued that the Party I drivers are not entitled for regularization on completion of 240 days of service. I have perused the records and considered the arguments advanced by the respective parties and my findings on the issues are as under.

8 *Issue No. 1:* It is not in dispute that the Party II had issued an advertisement in local daily at Exb. 20 stating that it required heavy vehicle drivers. The advertisement stated that initially the appointment would be on daily wages for three months and thereafter would be made on regular basis subject to satisfactory performance. Pursuant to this advertisement the Party I/Workmen drivers had applied for the posts of drivers and they were selected and were appointed by the Party II on daily wages of Rs. 100/- per day of actual work. The evidence of Avinash Rawal, the President of the union indicates that all the Party I drivers were appointed in April, 1999 and the services of all these Party I drivers were regularized in batches. Some of these drivers were regularized on 31-8-01 and some were regularized on 15-1-02 and 15-3-02. AW -1 Shri Avinash Rawal has deposed that some of the similarly placed drivers were regularized w.e.f. June, 2001 and their increments were released on completion of one year of service and further increment were extended every year. He has deposed that the Party I drivers were deprived of these benefits on account of delay in regularization of their services. He has deposed that Party I drivers were entitled for regularization on completion of 240 days of continuous service. He has stated that the Party I drivers were appointed on regular vacancies and that they were recruited on permanent jobs and that to deny regularization and keep them on daily wages perpetually is unjust and arbitrary and amounts to unfair labour practice.

9. It may be mentioned here that AW1 Avinash Rawal had denied that the Party I drivers were appointed on daily wages due to increase in workload and growing absenteeism. He has also denied the suggestion that the Party I drivers wereregularized as and when there were regular vacancies. It is however to be noted that the second witness of the Party I, Shri Andrew Lopes has admitted in his cross examination that the Party II had appointed temporary drivers on account of pressure of work. He has admitted that some of the drivers

were regularized in different batches. The witness No. 2, Andrew Lopes has also admitted in his cross examination that the Party II had not assured the Party I drivers at the time of their appointment that their services would be regularized on completion of 240 days of continuous service. The evidence of this witness clearly fortifies the case of the Party II that the Party I drivers were appointed on daily wages only due to exigencies of work and consequently the evidence of AW2 Andrew Lopes belies the contention of the AW1 Avinash Rawal that these drivers were appointed on existing vacancies.

10. It is also to be noted that though the Party I drivers have stated that they were entitled for regularization on completion of 240 days, they have not produced any appointment letter to show that the Party II had undertaken to regularize their services on completion of 3 months or 240 days. On the contrary the Party II has produced the appointment letter (Exb. 22) issued to one of the Party I drivers. This letter clearly indicates that the Party I driver, Anand S. Gaonkar was appointed as a substitute driver on daily wages. The said appointment letter also indicates that the appointment was necessitated due to the temporary increase in work and that the services are liable to be terminated at any time during the temporary period of employment without assigning any reason. The evidence of Shri Anand Shirvoikar, the witness for the Party II, also indicates that these drivers were taken on daily wages only because of increase in work which was mainly because of absenteeism of regular drivers. The appointment letter at Exb. 22 viz.a.viz. the evidence of Shri Anand Shirvoikar clearly indicates that the Party I drivers were appointed purely on temporary basis. This being the case it is evident that the Party I drivers were not appointed on regular vacancies but were appointed as temporary workmen within the meaning of Clause 3(c) of the Certified Standing Orders of the Corporation.

11. It is to be noted that since the Party I drivers were temporary workmen they had no right to the post and they were not entitled for regularization of their services merely because they had completed 240 days of continuous services. Even otherwise Section 25F of the Industrial Disputes Act does not stipulate regularization of services on completion of 240 days. In the case of *Gangadhar Pillai v/s Siemens Ltd., 2007 (1) SCC 533*, the apex court has held that *"It is not the law that on completion of 240 days of continuous service in a year, the concerned employee becomes entitled to for regularization of his services and/or permanent status. The concept of 240 days in a year was introduced in the industrial law for a definite purpose. Under the Industrial Disputes Act, the concept of 240 days was introduced so as to fasten a statutory liabilities upon the employer to pay compensation to be computed in the manner specified in Section 25F of the Industrial Disputes Act, 1947 before he is retrenched from services and not for any other purpose. In the event a violation of the said provision takes place, termination of services of the employee may be found to be illegal, but only on that account, his*

services cannot be directed to be regularized." Similarly in the case of *Mehboob Deepak v/s Nagar Panchayat Gajrauta and reported in 2008 (1) SCC 575* and the case of *Branch Manager, M. P. State Agro Industries Development Corporation Ltd., and Another v/s S. C. Pandey reported in 2006 (II) SCC 716* and *M. P. Housing Board v/s Manoj Shrivastava (2006) 2 SCC 702* the apex court has reiterated that only because the employee has been working for more than 240 days he does not derive any legal right to be regularized in service.

12. Thus the principles laid down in the aforesaid decisions are sufficient to negate the contention of the Party I that they were entitled for regularization on completion of 240 days of continuous service. The evidence of witness for the Party II clearly indicates that though these drivers were appointed as temporary drivers they were given all benefits given to the permanent drivers and that the services of the Party I drivers were regularized as and when the vacancies arose and on considering the work performance of these drivers. This being the case there is no substance in the contention of the Party I drivers that the Party II had indulged in victimization or unfair labour practice. Hence the issue No. 1 is answered in negative.

13. *Issue No. 2:* Since the Party I drivers were not entitled for regularization in service on completion of 240 days of continuous service they are not entitled for any relief as claimed. Under the circumstances and in view of discussion supra, I pass the following order.

ORDER

The demand of Kadamba Kamgar Union for regularization of the services of 16 workmen named in the reference on completion of 240 days of continuous service is not legal and justified. The Party I drivers are not entitled for any relief.

No order as to costs. Inform the Government accordingly.

SI/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
cum-Labour Court-I.

Notification

No. 28/1/2009-LAB/330

The following award passed by the Industrial Tribunal-cum-Labour Court-I at Paraji-Goa on 24-02-2009 in reference No. IT/37/04 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 17th March, 2009.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I AT PANAJI

(Before Anuja Prakhudessai, Presiding Officer)

Ref. No. IT/37/04

Shri Joao Caitano Simon D'Souza,
H. No. 6/8,
Camotimwado, Candolim,
Bardez, Goa.

..... Workman/Party I

V/s

M/s. Beach Resort,
Estrela Do Mar,
Cobrawado, Calangute,
Bardez, Goa.

..... Employer/Party II

Workman/Party I is represented by Adv. A. Palekar.

Employer/Party II is represented by Adv. P. J. Karat.

A WARD

(Passed on this 24th day of February, 2009)

The Party I was working for Party II as a waiter-cum-room boy since November, 1987. The services of the Party I were terminated vide letter dated 21-7-03 on the ground that it had decided to reduce staff strength due to financial/economic crisis. The Party I had raised an Industrial Dispute and after the Asst. Labour Commissioner submitted the failure report, the Government of Goa, vide order dated 11-10-2004, referred the following dispute for adjudication.

"(1) Whether the action of the management of M/s. Beach Resort Estrela Do Mar, Calangute, in terminating the services of its workman, Shri Joao Caitano Simon D'Souza, waiter-cum-room boy with effect from 21-7-2003 is legal and justified ?

(2) If not, what relief the workman is entitled to ?"

2. The Party I has filed his claim statement at Exb. 5. The Party I has stated that the business of the Party II was in full swing and that it has also taken new employees on contract basis. He has stated that his termination under garb of retrenchment is in breach of law. The Party I has further stated that the Party II has acted in violation of the principles of Section 25F, 25G, 25H of the Industrial Disputes Act and that the retrenchment is illegal. The Party I has therefore sought reinstatement with all consequential benefits.

3. The Party II has filed written statement at Exb. 6. The Party II has stated that the Restaurant has been closed down since 27-1-2005 and that pursuant to the closure, all the remaining employees/workmen have been retrenched w.e.f. 28-1-2005. The Party II has further stated that the operation of hotel is seasonal from November to May and the employment of the staff is also seasonal and accordingly the staff was employed on temporary basis. The Party II has stated

some of the workmen though employed on temporary basis were retained for next season by paying 50% of the wages as retaining allowance. Such employees were not required to do work during the said period. It is stated that the Party I was one of such employee retained during the off season. The Party II has further stated that on 21-7-2003 it gave notice to the Secretary, Labour with a copy to the Labour Commissioner notifying its decision to retrench 4 employees. The Party II has stated that the hotel was not functioning properly and it was not economical to run the same and thus decided to close the Restaurant. The Party II has further stated that the concerned workmen including the Party I were served with individual letters dated 21-7-2003 and that they were also given cheque towards notice wage, retrenchment compensation, gratuity and encashment of earned leave.

4. The Party II has stated that it had complied with all the provisions of Industrial Disputes Act and has stated that the Party I is not entitled for any reinstatement or any other consequential benefits.

5. Based on the aforesaid pleadings following issues were framed:

1. Whether the Party I proves that he was confirmed employee of the Party II ?
2. Whether the Party I proves that the Party II is running hotel business in full swing and that the Party II has taken new employees on contract basis ?
3. Whether the Party I proves that the Party II has terminated his services under pretext that it is not economical to continue with the running of the restaurant and hotel ?
4. Whether the Party I proves that the action of the Party II in violation of Section 25F, 25G, 25H of the Industrial Disputes Act ?
5. Whether the Party I proves that the Party II has executed the sale deed dated 27-1-2005 which is in favour of the Party II (a) ?
6. Whether the Party I proves that he is entitled to reinstatement with full back wages and other consequential benefits ?
7. Whether the Party II proves that the Party I was appointed on seasonal basis ?
8. Whether the Party II proves that the business was closed down and the Party I was retrenched due to economical constraints ?
9. Whether the Party II (a) proves that he had only purchased the hotel building ?
10. Whether the Party II (a) proves that he had started independent hotel business few months after purchase of the building with his own staff ?
11. What relief ? What order ?

6. The matter was fixed for evidence on 13-2-2009. Both parties appeared before the court alongwith their respective representatives and filed consent terms at Exb. 21 wherein they have agreed that the termination of the Party I w.e.f. 21-7-2003 is legal and justified. The Party II also agreed to pay to the Party I Rs. 20,000/- towards full and final settlement of all the dues. The said consent terms are signed by the respective parties and are agreeable to them. In my opinion the said terms are in the interest of the workman and as such the said terms are taken on record and the consent award is drawn as under.

ORDER

- 1 It is agreed between the parties that the termination of the Party I w.e.f. 21-7-2003 is legal and justified.
- 2 It is agreed between the parties that the Party II (1) shall pay an amount of Rs. 20,000/- (Rupees twenty thousand only) to the Party I in full and final settlement of all his dues.
- 3 It is agreed between the parties that on payment of the sum agreed in Clause (2) above, the Party I shall have no claim of whatsoever nature against the Party II and that his dispute is conclusively settled.
- 4 It is agreed between the parties that the sum of Rs. 20,000/- agreed in Clause (2) above shall be paid within 7 days of the making of the Award

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court-I.

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Department of Mines

Directorate of Mines & Geology

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Order

No. 01/106/08/Mines/4359

The tenure of the Monitoring Committee constituted by the Government vide Order No. 01/106/08-Mines/ /2287 dated 29-09-2008 stands extended upto 15th August, 2009.

This issues with the approval of the Government.

Rajiv Yaduvanshi, Secretary (Mines).

Panaji, 5th March, 2009.

Department of Official Language & Public Grievances

Directorate of Official Languages

—

Order

No. 4-3-2004/DOL/Ad.Brd.Meet/Part

Read: Order No. 4-3-2004/DOL/Ad.Brd.Meet/Part /1157 dated 22-01-09.

In supersession of the Order referred above, the Government of Goa is pleased to constitute a Sub-Committee appointed under the Advisory Board for Effective Implementation of Official Language Act, 1987.

The following shall be the composition of the Sub-Committee:

- | | |
|---|-----------------------|
| 1 Adv. Uday Bhembre, Margao | ... Chairman. |
| 2 Shri Shambu Bhau Bandekar, Saligao | ... Member. |
| 3 Shri Tomazinho Cardozo, Candolim | ... Member. |
| 4 Shri Damodar Mauzo, Majorda | ... Member. |
| 5 President of Goa Konkani Akademi | ... Member. |
| 6 President of Gomantak Marathi Akademi | ... Member. |
| 7 President of Dalgado Konkani Akademi | ... Member. |
| 8 Director of Official Language | ... Member Secretary. |

The Sub-Committee shall study matters relating to the use of Official Language and recommend the course of action including notifications to be issued under Section 5 of the Official Language Act, 1987 for the purpose of effective implementation of the Act.

The Sub-Committee shall submit its report to Advisory Board for Effective Implementation of Official Language Act, 1987, within the time frame of 60 days from the date of publication of this Order in the Official Gazette.

By order and in the name of the Governor of Goa.

G. D. Padgaonkar, Director of Official Language
ex officio Joint Secretary.

Panaji, 26th March, 2009.

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Department of Personnel

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Order

No. 6/2/2002-PER(Part-I)

Governor of Goa is pleased to post Shri K. S. Singh, IAS (1996) Secretary (Co-operation) as District Election Officer and Collector (North Goa), with immediate effect in public interest.

This issues with the approval of Election Commission of India, New Delhi, vide their letter No. 434/1/GOA/2009 dated 18-03-2009.

Shri G. P. Naik, Collector (North) shall report to Personnel Department for further posting.

Shri C. P. Tripathi, IAS (1996), Secretary (PWD) who is the link Secretary shall hold charge of the departments under the control of Shri K. S. Singh, IAS, until further orders.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Joint Secretary (Personnel).

Porvorim, 20th March, 2009.

Order

No. 6/2/2002-PER(Part-II)

The Governor of Goa is pleased to order transfer and posting of the following Junior Scale Officers of Goa Civil Services with immediate effect, in public interest.

Sr. No.	Name of the Officer	Present posting	Transferred as
1	2	3	4
1	Smt. Florina C. Colaco	SLAO, WRD, Gogol, Margao	Dy. Collector (Revenue), North, Panaji.
2	Kum. Biju R. Naik	Assistant Director (Adm.), Directorate of Industries, Trade & Commerce, Panaji	Chief Officer, Ponda Municipal Council thereby relieving Shri Devidas S. Gaonkar of the additional charge.
3	Shri Dipak Bandekar	Assistant Commissioner of Commercial Taxes	Dy. Collector, Canacona thereby relieving Shri Prashant Shirodkar of the additional charge.
4	Shri Vikas S. N. Gaunekar	Assistant Commissioner of Commercial Taxes	Dy. Collector (Revenue), South Margao.
5	Shri Jayant G. Tari	Under Secretary (Personnel-II)	Dy. Collector (IA), South, Margao thereby relieving Shri H. A. Ali of the additional charge.

This issues with the approval of Election Commission of India, New Delhi, vide their letter No. 437/6-Goa/2009 dated 23-03-2009.

Shri Dipak Bandekar shall continue to draw his salary on the post held by him prior to his transfer.

Consequent upon the above transfers, the following officers shall hold charge of the post shown against their names in addition to their own duties, until further orders.

Sr. No.	Name & present posting	To hold additional charge
1	Shri H. A. Ali, Project Officer, DRDA, South	SLAO, WRD, Gogol, Margao.
2	Shri Srinet N. Kotwale, Assistant Director, Dte. of Industries, Trade & Commerce	Asstt. Director (Adm.), Dte. of Industries, Trade & Commerce.
3	Shri K. V. Signapurkar, Assistant Commissioner of Commercial Taxes	Assistant Commissioner of Commercial Taxes.
4	Smt. Deepali D. Naik, Assistant Commissioner of Commercial Taxes	Assistant Commissioner of Commercial Taxes.
5	Shri Umeshchandra L. Joshi, Under Secretary (Personnel-I)	Under Secretary (Personnel-II) being Link Officer.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 23rd March, 2009.

Department of Public Health

Order

No. 46/2/2005-I/PHD

Read: Memorandum No. 46/2/2005-I/PHD dated 22-01-2009.

A Tentative Seniority in the grade of Junior Gynaecologist under the Directorate of Health Services was circulated to all concerned vide Memorandum referred to above inviting their objections, if any. No objections have been received. The final seniority in the grade of Junior Gynaecologist shall be as under:

Sr. No.	Names of Doctors	Date of Appointment
1	Dr. Jayashree Madkaikar	19-06-2001
2	Dr. Yuri Edward Egipsy	18-08-2003
3	Dr. B. P. N. Mallika	25-07-2005
4	Dr. Sandeep T. Borkar	25-07-2005
5	Dr. Shripad M. Kamat	03-08-2007

By order and in the name of the Governor of Goa.

D. G. Sardesai, Joint Secretary (Health).

Porvorim, 17th March, 2009.